

Vinton Munic. Electric Utility

IBEW #55 (Utility) 7/1/2005 6/30/2008

VINTON / IBEW<sup>#</sup> (~~Part I~~) 55 (UTIL.)

05-08

**AGREEMENT  
(PART I)**

**CITY OF VINTON**

**AND**

**LOCAL UNION NO. 55**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**7/1/05 through 6/30/2008**

**UTILITY DEPARTMENT**

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## AGREEMENT

City of Vinton  
and  
Local Union No. 55  
International Brotherhood of Electrical Workers

This agreement, made and entered into as of this 1st day of July, 2005, by and between the City of Vinton and Vinton Municipal Electric Utility, hereinafter known as the Employer and Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter known as the Union.

The City of Vinton, Vinton Municipal Electric Utility and Local Union 55 IBEW recognize and agree that this document (Part I) is separated from, but is to be considered a part of, AGREEMENT (Part II). The AGREEMENT (Part I) and AGREEMENT (Part II) have been separated for the purpose of clarity.

### ARTICLE I Recognition of the Union

1.01. The Union having been certified by an order of the Public Employment Relations Board, Case No. 533, January 26, 1976 and amended by Case No. 1218, April 21, 1978, at Des Moines, Iowa, to which certifications reference is hereby made, the Employer agrees to negotiate and bargain exclusively with the Union through its duly accredited officers and representatives, in respect to wages, rates of pay, hours of employment, and working conditions for the following employees of the Employer.

#### CITY BARGAINING UNIT

INCLUDED: All full-time and regular part-time employees, employed by the employer and including employees in the following departments: Municipal Utility, Power Plant, Line Crew, and all physical workers.

EXCLUDED: All employees excluded by the Act in Section 4 and all other employees, including Utility Manager.

1.02. The Employer will meet with the Union and negotiate any new job classifications within the above departments.

1.03 The Employer agrees to make deductions for monthly Union dues upon proper written authorization by the employee, and to forward the amount so deducted to the Financial Secretary of the Local Union in accordance with a procedure approved by the Employer and the Union. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the Employer. Should the Employer be held liable for any observance or compliance with

any Union dues authorization, the Union will hold the Employer harmless from any such liability and any costs, expenses, and attorney fees incurred thereby.

## ARTICLE II Management Rights

2.01. The Employer shall retain the sole right to manage and direct the working forces of the Employer including the bargaining unit covered by this agreement. The management of Employer functions and the direction of the working force shall include, but are not limited to, the right to plan, direct, curtail, expand and control operations, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs and change procedures, equipment or operations, and the right to hire, promote, demote, discipline or discharge employees; to lay-off; relieve employees from duty because of lack of work or other legitimate reasons; to maintain the discipline and efficiency of employees; to initiate, prepare, certify, and administer its budget; to establish and enforce work standards, and to make and enforce the working rules of the Employer and to carry out the management of the Employer and directions of the working force; the right to determine the methods; schedule and to introduce new and improved methods, equipment or facilities; the right to sub-contract; the management of men, machines, and materials all of which are exclusively the responsibility and functions of the Employer provided further that any rights that the Employer had prior to the execution of this agreement are expressly retained by the Employer except such as may be specifically limited and restricted by the expressed terms and provisions of this agreement.

2.02. It is not the intent of the Employer to sub-contract work normally done by the Employer employees, except for emergencies, or legitimate economic reasons or job knowledge.

2.03. Any employee, as the result of tests performed in compliance with the Employer's Drug and Alcohol Testing Policy, testing positive for illegal drugs or exceeding the .039 concentration limit established by the Policy for alcohol shall be referred to a Substance Abuse Professional. The cost for the services provided by the Substance Abuse Professional shall be the responsibility of the employee. If a program is recommended by the Substance Abuse Professional that causes an employee to be absent from work the conditions in Articles 9.01 and 9.02 of this Agreement shall apply.

Any employee testing positive for illegal drugs or exceeding the .039 concentration limit a second time shall be referred to a Substance Abuse Professional and immediately dismissed.

2.04. Any employee refusing to comply with the testing requirements of the Employer's Drug and Alcohol Testing Policy shall be referred to a Substance Abuse Professional and immediately dismissed.

ARTICLE III  
Employee Rights

Employees shall have the right to:

- 3.01. Organize, or form, join, or assist any employee organization.
- 3.02. Negotiate collectively through representatives of their own choosing.
- 3.03. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Act or any other law of the State.
- 3.04. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

ARTICLE IV  
Nondiscrimination

- 4.01. The Employer will not interfere with, restrain or coerce employees because of membership in the Union, lawful activity on behalf of the Union, nor will it condone, on the part of its representatives, any anti-union activity against the certified Union.
- 4.02. Neither the Union nor the employees it represents will interfere with, intimidate, or coerce any employee in regard to his right to work, nor shall there be any acts by Union members of a coercive nature at any time.
- 4.03. There shall be no discrimination against any employee in the bargaining unit by either party under this agreement because of race, color, creed, religious belief, nationality or sex. The Employer may take disciplinary action against any individual or groups of individuals violating the provisions of the above section.
- 4.04. The City of Vinton does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs or activities.
- 4.05. Where the term "man" or "his" is used in this contract it shall be inclusive of both genders.

ARTICLE V  
No Strike Clause

- 5.01. There shall be no strike, work stoppage, slowdown or other concerted interruption of work authorized, called, sanctioned, approved or engaged in by the Union or by any employee against the Employer.

5.02. The disciplinary rules of Section 20.12 of the Iowa Code 1975 shall apply.

ARTICLE VI  
Bulletin Boards

6.01. The Union will be permitted reasonable space on bulletin boards for the purpose of posting official bulletins relating to Union business.

6.02. No provisions in this article shall be construed to permit posting of any political or advertising matter by the Union on bulletin boards of elsewhere on Employer property.

ARTICLE VII  
Grievance Procedure

7.01. The word "grievance" wherever used in this agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation or application of the specific terms of this agreement. Employees shall have the right to present grievances to the management.

7.02. Any grievance that may arise shall be processed in the following manner:

Step 1: Any grievance shall be presented orally for discussion between the employee or employees involved, the appropriate steward and the foreman, within three (3) working days after the occurrence of the event giving rise to the grievance. The foreman shall either adjust the grievance or give his answer to the aggrieved employee and the appropriate steward within one (1) working day.

Step 2: If a grievance is not satisfactorily adjusted by discussion in the first step, the aggrieved employee shall, within five (5) working days, present three (3) written copies of such grievance, signed by the aggrieved employee, to his steward for presentation to the employee's supervisor or the Utility Manager. A meeting between the Utility Manager, or his representative, and the appropriate Union representative and the employee, shall be held as soon as practical.

Step 3: If the matter is not settled in Step 2 within ten (10) working days or at the next scheduled meeting between the Union and the Employer, whichever occurs first, the grievance shall be referred to the business manager of the Union or his representative who will meet with the Utility Manager or his representative as soon as possible and make an effort to settle the grievance.

Step 4: ARBITRATION

(a) If the employee and the Union are not satisfied with the disposition of the grievance in Step 3, the Union shall submit a written request for binding arbitration

within fifteen (15) working days from the receipt of the written answer from the City Coordinator in Step 2. Within ten(10) working days after written request for arbitration the Employer and the Union, through its representative, shall attempt to agree upon a mutually acceptable arbitrator. If an agreement is not reached, request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service and or the Iowa Public Employment Relations Board by the Employer and the Union. The list shall consist of five (5) arbitrators. The parties shall meet within fifteen (15) working days after receipt of the list. The parties shall determine by lot which party shall have the right to remove the first name from the list and determine the arbitrator by alternately striking a name. The person whose name remains shall be the arbitrator. The arbitrator shall confer with the representative of the Employer and the Union and hold hearings promptly and shall issue his binding decision within twenty-one (21) days after the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the grievance submitted. The arbitrator shall be without power or authority to recommend any decision which requires the commission of any act prohibited by law or which violates, modifies or alters the terms of the agreement. The decision shall be binding on both parties.

The cost for the services of the arbitrator, a court reporter, and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring same.

(b) Any grievance beyond Step 1 shall be written in triplicate with the written statement of action taken at every step of the procedure. When the grievance is settled, a copy shall be given to the City Coordinator, the Union representative, and the employee.

(c) No employee shall lose his wages while the matter is in the hands of a committee or arbitration board for decision, providing such an employee works during this period of time; however, if the arbitration involves suspension or discharge of an employee and if the employee is found by the arbitration board to have been improperly suspended, or discharged, then the employee's record shall be cleared of such charges and he shall be paid his guaranteed work time from the time of discharge, or suspension to the time of re-employment.

## ARTICLE VIII

### Seniority

#### 8.01. Scope and Purpose

(a) The purpose of this article is to provide the maximum security to an employee consistent with the efficient operation of the Employer.



(b) The Union and the Employer recognize that the best interests of the employees and the Employer will be served when the employees are assured that continuity of employment will be governed by seniority, knowledge, skill, experience, physical capability, and past performance on their job.

#### 8.02. Definitions

(a) The term "seniority" shall be defined as the relative ranking of employees in the bargaining unit in terms of the employees length of continuous service with the Employer, in years, months, and days, dating from their commencement of the performance of continuous, uninterrupted services for the Employer, except as otherwise provided in this agreement. Consistent with an employee's length of continuous service with the Employer, and employee shall accrue certain rights as provided by this agreement. In any case, seniority shall govern in the accrual of fringe benefits.

(b) The seniority ranking of an employee shall be determined as follows:

(1) Classification seniority - total length of time employed in a classification.

(2) Department seniority - total length of time employed in a department.

(3) Bargaining unit seniority - total length of time employed in a bargaining unit.

(4) Combined seniority - total length of time employed by the City or the Utility.

(c) Qualifications shall be defined as the knowledge, skill, experience, physical capability, and past performance on the job of an employee related to the particular work in connection with which the term is used.

(d) The term "layoff" when used in this article, shall mean the temporary separation from the payroll of the employee resulting from the "Employer's" decision that there is a lack of work and/or surplus of employees in a department.

### 8.03. Probationary Period

(a) A new employee shall be considered as a probationary employee and without any seniority rights for the first ninety (90) days of continuous employment. During such probationary period the determination of the employee's qualifications shall be made exclusively by the Employer and such employee shall be subject to termination at the Employer's discretion. There shall be no grievance filed by any probationary employee or by the Union for disciplinary action involving layoffs, suspension or discharge of such probationary employees.

(b) The seniority list shall contain the names of all employees in the bargaining unit. After new employees have completed ninety (90) working days of continuous employment with the Employer the name of the employee shall be placed on the seniority list, and their seniority date shall be the date of last hire. The Employer agrees to maintain an up-to-date seniority list and said list shall be made available to the Union semi-annually.

8.04. An employee shall lose his seniority and employment will be broken for the following reasons only:

(a) He voluntarily leaves the Employer's employment.

(b) He is absent from work for forty-eight (48) hours without notifying the Utility Office, unless prevented by extreme emergency.

(c) He is discharged for just cause.

(d) If, after a layoff, he fails to report for work within ten (10) working days after being notified in writing, by certified mail, to do so. This notice to be mailed to the employee's last known address.

(e) Any absence from active employment except for a formal leave of absence or Employer incurred injury or military service, for a period of time equal to the employee's seniority prior to such absence or for a period of one (1) year, whichever is less.

(f) Death or retirement.

(g) An employee who is promoted or transfers out of the bargaining unit shall have their seniority frozen six (6) months from the date of leaving the bargaining unit until the date of re-entry into the bargaining unit.

#### 8.05. Layoffs, Recalls and Reassignments

(1) When it becomes necessary to reduce the employer's working force, probationary employees shall be laid off first, and thereafter employees with seniority laid off according to their seniority.

(2) Employees subject to layoff may bump employees in the same classification or in any classification having less seniority if the employee so bumping is qualified and able to do the work of the occupation without training.

(3) Following layoff, employees laid off in accordance with the procedure set forth in paragraph one (1) above, shall be recalled on the same basis.

(4) In handling layoffs, or recalls of employees with seniority, the list of employees to be laid off, or recalled, will be posted on the Employer bulletin boards and will be given to the steward not less than ten (10) working days before the layoff is to take place and the list of recalls is not less than three (3) working days following each recall.

8.06. When it becomes necessary to fill an open assignment, the Employer will post a notice of such opening for three (3) working days (72) hours. The notice shall include the job location, starting rate of pay and qualifications for the job. Such open assignment shall be filled in accordance with the following procedure:

(a) The vacancy or new job shall be posted in all areas of the City and Utility on the bulletin board provided for the Union, for a period of three (3) working days for a signature of bidders.

(b) Employees who are absent from work for any reason will be informed of the job posting by his steward and will have an opportunity to bid the job within

two weeks. The steward may post the employee's name on the bid list if so informed by the employee.

(c) When a vacancy is filled through the above procedure, the Employer shall, within twenty (20) days of the date of the original posting date, post a notice giving the name of the employee awarded the assignment, and a copy of the notice shall be sent to the business manager of the Union. An employee shall not be required to exercise his seniority rights nor shall he sacrifice any future rights to bid on later vacancies through his failure to do so. No vacancy shall be considered permanently filled unless it has been filled through the above procedure. An employee who is a successful bidder will not be eligible to bid again for the next twelve (12) months, unless it is to a higher classification.

(d) If, after following the above procedure, no qualified bids are received, the Employer will fill the job by hiring a new employee or the Employer may require a qualified existing employee with the least seniority to transfer to the job. If an existing employee is permanently transferred to a job, he shall receive the rate of pay for this job.

(e) If a senior applicant is disqualified and if such applicant alleges he has necessary qualifications based on his knowledge, skill, experience, physical capability and past performance on the job, such employee shall be given an opportunity to observe the job in question and to demonstrate, with normal supervisory instructions, his qualifications to perform the job. The length of time to be used for such demonstration shall be a reasonable length of time.

(f) An employee shall not be required to exercise his seniority rights nor shall he sacrifice any future rights to bid on later job vacancies through his failure to do so.

8.07. Nothing in this agreement shall require the employment of anyone in a job for which he is not qualified or for which work is not required.

8.08. Nothing herein shall restrict the right of the Employer to make temporary transfers of employees from one job or job classifications to another for periods of not to exceed two (2) weeks without reference to seniority, where such transfers are necessary because of lack of work, absence of other employees or in the event of an emergency. An

employee so transferred shall receive the rate of the job or his normal rate, whichever is higher.

## ARTICLE IX Leaves of Absence

9.01. The Employer may grant a leave of absence to employees, without pay, for a period not to exceed 30 days, for sickness, either of the employee or within the employee's family or for other legitimate personal reasons. A leave of absence may be extended by the Employer for a period not to exceed ninety (90) days; providing further that in cases of sickness or injury to the employee, leaves of absence will be extended as necessary. All requests for leaves of absence or extensions thereof, shall be in writing and shall state the purpose and necessity for requesting the leave. The Employer will grant leaves for legitimate reasons and consistent with the efficient operation of the Employer.

9.02. An employee who has accumulated sick leave and has a doctor's verification may be paid when on leave of absence either for a part or all.

9.03. An employee of the Employer who may be duly delegated to transact business for the Union, other than with the Employer, which requires absences from duty, shall upon 48 hours written notice to the employee's immediate supervisor and with the permission of the proper representative of the Employer, be allowed leave, without pay, for sufficient time to transact such business. Permission will be given consistent with the efficient operation of the Employer.

9.04. If there is a death in an employee's immediate family, he may be excused from work to make arrangements for or to attend the funeral, and if he has completed his probationary period and is not on a vacation or leave of absence he will be paid at his regular straight time rate for the excused time under the following conditions:

(a) Funeral leave shall consist of five (5) consecutive working days for the death of parents, step parents, spouse and children, including step children.

(b) Funeral leave shall consist of five (5) consecutive calendar days, one of which must be spent in attendance at the funeral with pay for those days he would have been otherwise scheduled to work for the following family members: brother, sister, grandfather, grandmother, granddaughter, grandson, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and for the grandparents of employee's spouse. Funeral leave shall also be granted for fellow employee the day of the funeral only.

(c) The employee shall notify his supervisor as soon as he receives notice of such death and shall then make arrangements with the Employer for the time he will have to be off to attend the funeral.

(d) If additional time is required, such time may be granted by the Employer but without pay.

(e) An employee shall be granted the necessary time, with pay, up to a maximum of one (1) day when requested to serve as a pall bearer. The above time shall not be taken in addition to the time off granted in paragraph (a) above.

(f) If an employee is on vacation at the time of a death in the family, vacation time will not be charged and funeral will apply.

9.05. The Employer shall pay all employees required to serve on a jury or required to report to court in response to a jury duty summons the difference between their jury duty pay and their regular pay at straight time rates for time spent away from work because of such jury duty, but not to exceed eight (8) hours per day or five (5) days per week. For an employee to be eligible for jury pay the employee must promptly notify his supervisor upon receipt of summons for jury duty and furnish his supervisor proper evidence of his jury duty. If an employee is discharged from the jury, he shall report promptly for work after a reasonable time for travel and change of clothes.

9.06. If a volunteer fireman or rescue personnel is called to duty, he will be paid for that time off until he is released and returns to work. If he is attending a fire or actual rescue activity at the time his shift starts, he will be paid for the time lost until he is released from duty and returns to work.

## ARTICLE X

### Military Service

10.01. None of the provisions of this agreement shall be permitted to conflict with any obligations of the Employer under any Universal Military Training and Service Act, and amendments thereto, for any of its employees who have been inducted into any of the service covered by such Acts and amendments thereto.

## ARTICLE XI

### Safety & Health

11.01. A joint safety and health committee, consisting of two (2) Union representatives and two (2) Employer representatives shall be established.

11.02. The Committee shall meet at least once quarterly, but not necessarily limited to once quarterly. The meeting shall last no longer than two hours. They will meet for the following purposes:

- (a) To discuss safety and health in the Employer departments.
- (b) To review accidents and their causes and prevention
- (c) To discuss changes or additions to Employer rules covering safety and health.
- (d) To make suggestions on safety and health.
- (e) To reduce to writing their review and show what action has been taken.
- (f) To have specific safety and health hazards inspected jointly if they cannot wait until the regular meeting.

11.03. In the case of a dispute that becomes a deadlock, the case shall be referred to the Local Union and the Utility Manager for settlement.

If the dispute is not resolved in this manner, then the dispute can be processed under the formal grievance procedure.

11.04. The employees covered by this agreement shall retire at the age of seventy (70).

- (a) Employees who are unable to perform fully the duties of a regular job classification may be retained by mutual agreement between the Employer and Union on conditions of employment and rates of pay.

11.05. The Employer will furnish the following protective and safety equipment:

- (a) The cost of safety glasses to be paid by the Employer (the Employer will pay up to \$60.00 annually for prescription glasses, but the examination and dispensing fee are to be paid by the Employee.) The employees will need to obtain quotes (agreed upon by management) from an optometrist that will be honored for the length of the contract. For safety purposes, it will be mandatory to wear safety glasses. The Employer shall replace safety glasses

when they are broken or damaged in the service of the Employer.

(b) The Employer will reimburse the Employee, up to a maximum of \$100.00, for the purchase of approved steel-toe safety shoes as needed and with prior approval of the electric superintendent and upon submission of sales slip. Excluded from reimbursement will be dress, casual, tennis shoes and western style boots. It shall be mandatory to wear safety shoes as soon as reasonably possible. The Electric Utility shall pay the full purchase price of Red Wing Lineman Boots, as needed.

(c) The Employer will furnish rain gear and protective clothing as necessary.

(d) Such other safety equipment as is necessary or by law such as hard hats and rubber gloves.

11.06. The Employer shall furnish and replace as needed to each Employee, one (1) jacket. The jacket shall bear the emblem of and remain the property of the Employer, if the Employee is terminated for disciplinary reasons. Employees shall not wear Employer uniforms when not on the business of the Employer.

11.07. The Employer and the Union mutually subscribe to the principle that the cost for safety equipment and other clothing paid by Employer as noted in the aforesaid sections shall be that which is reasonable and customary. In addition, the Employer shall have the right to finally determine the maximum cost provided by the Employer, type of equipment or clothing, and source of purchase. In determining the aforementioned, the Employer will review these matters periodically with the Union prior to their establishment with the intent of providing the best equipment and/or clothing at a cost that is suitable and equitable to the Employer and the Employees.

## ARTICLE XII Hours of Work and Overtime

12.01. The normal work week shall consist of 40 hours; five consecutive days, Monday through Friday. The normal work day shall be 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch.

(a) Work hours may deviate from the above by mutual agreement with the department.

(b) The normal work week should consist of 40 hours; Monday through Friday.



12.02. When it is necessary for an employee to work away from the area of the Employer, he will be considered to be working for the Employer and will be paid his hourly rate plus expenses. Expenses include actual meals and lodging. Employee shall select the most economical lodging available, not to exceed \$40.00 per night, unless unforeseen circumstances dictate otherwise, if lodging has not been previously arranged for by management. A maximum of \$25.00 for any one day or an average of \$25.00 per day if more than one day shall be allowed for meals. Receipts must be turned in for expenses. Employees attending schooling or other functions for the utility will be paid at straight time for travel time. No overtime will be paid for travel time.

12.03. Standby pay. The rate of standby pay shall be \$35.00 per day for weekends and holidays. Weekends for the purpose of this section shall begin Friday at 4:00 p.m. and end Monday at 7:00 a.m. Half days will be paid at the rate of \$17.50 per day. Employees who carry cellular telephones will be compensated at \$5.00 per day for all other days.

12.04. An Employee called in to work other than his regular hours shall receive a minimum of two (2) hours pay at the applicable overtime rate.

(a) Another call-in during original two hour call-in shall not be considered an additional two hours, unless time is actually worked.

(b) An Employee called into work during his lunch hour shall receive two (2) hours at the applicable overtime rate of pay.

(c) For employees not on standby time they will be paid for travel time at the applicable rate of pay if called by management or leadman.

12.05. The Employer provides one fifteen (15) minute rest period each working half day when the Employee's work or time permits with no extra travel time allowed.

12.06. An Employee who is called to work one (1) hour before, or works one and one-half (1 1/2) hours beyond his regular work day scheduled and misses a meal thereby, shall be entitled to a meal, of reasonable expense, furnished or paid for by the Employer. Overtime meals shall be eaten on the employer's time only when employees continue to work after a meal is eaten.

12.07. Overtime shall be distributed as equally as practical among the men within the classification who regularly perform the class of work being done. An Employee who turns down overtime will be charged for it as though he had worked. All regular Employees with seniority shall be asked to work before probationary and part-time Employees.

12.08. Time and one-half will be paid for any work performed before regular starting times or after regular stopping time. Overtime shall be paid for any time worked in excess of 40 hours in any one week. There shall be no pyramiding of overtime pay for the same time worked.

12.09. Holidays shall be paid at the rate of two times the normal hourly rate of pay for all hours worked during the holiday for all personnel.

12.10. Nothing herein shall be construed as a limitation on the rights of the Employer to require overtime work on either a daily or weekly basis providing it pays the employees as herein provided.

12.11. All full-time regular Employees covered by the agreement shall have the option of receiving overtime either in time off or paid. Compensatory (Comp) time shall be computed at one and one-half (1 1/2) times the actual time worked, as described in Section 12.08 of the Agreement. If an employee elects to do so, he may accrue comp time up to a maximum of 40 hours before usage. The comp time may be used up to one year from the date earned. If not used by that time, it will be converted to paid overtime. All comp time must be used in minimum one (1) hour increments.

12.12 Employees will be paid for time spent appearing in court if subpoena is work related.

12.13. The utility will pay each employee of the Light Plant a bonus of \$520.00 per year, contingent on the ability to staff the plant with four employees, in lieu of shift differential pay. Payments will be made quarterly. Employees will work out shifts among themselves.

12.14. After 16 straight hours of work, depending on the severity of the situation and estimated time required to finish, a break of up to 8 hours will be allowed for employees to rest. (Example; if the city or a feeder is without service and minimal work is required, such as 1 to 2 hours, the work will be completed.) If it is apparent that the 16 hour limit will be exceeded, employees will, whenever possible rotate in and out of breaks so that the restoration process will not be disrupted. The safety of the employees and the deterioration of safe work practices due to fatigue shall be of the first concern.

### ARTICLE XIII

#### Sick Leave

13.01. All full-time Employees shall accrue sick leave at the rate of eight (8) hours per month..

13.02. In the event of sickness or off the job injury, the employee shall receive eight (8) hours straight time pay at the Employees regularly classified wage rate for each work day

that he is sick or unable to work because of sickness or injury to the extent of his earned sick leave credit, but not more than forty (40) hours of sick leave benefit at straight time pay in any one week. Sick leave may be taken and deducted in hourly increments.

13.03. Sick leave is in no way to be construed as additional vacation.

- (a) Part-time Employees are not eligible to accrue sick leave.
- (b) Probationary Employees are not eligible for sick leave during the probationary period (normally 90 days) however, after the probationary period, sick leave will be retroactive to the date of employment.

13.04. The granting of sick leave is subject to the following conditions:

- (a) Prompt notification. An employee who is absent on account of sickness or off the job injury, shall notify his supervisor or the Utility Manager as early as practical on the first day of sick absence. Notification shall be in advance of his regularly scheduled hour for reporting for work on each day of the illness unless under doctor's care. Failure to give sick notice may be cause for disciplinary action.
- (b) Applications for sick leave that require prior approval shall be accompanied by a doctor's statement as to the seriousness of the illness and approximate time necessary to be off before returning to work.
- (c) The Employer may require substantiating evidence of illness or injury at any time.
- (d) Falsification of any excuses or records, or obtaining excuses or records under false pretenses is cause for discharge.
- (e) Examination of the Employee pertaining to a serious illness or injury may be charged to sick leave. Other examinations, check-ups, dental appointments, etc., shall be made for other than working hours whenever possible. When unavoidable, appropriate hours sick leave may be charged with doctor's slip required.

(f) Sick leave benefits will not be available for any Employee for injuries sustained by such Employees while engaged in or employed by any business other than the Employer.

(g) Any Employee who is hereafter injured and disabled while on duty and while obeying the safety rules of the Employer shall continue to be paid 100% of his regular straight time rate of forty (40) hours each week, but not to exceed twenty-six (26) weeks while his worker's compensation check shall be deducted from his regular paycheck. If the period of disability for such an Employee continues for more than, or beyond the twenty-six (26) weeks referred to above, then the Iowa State Compensation shall apply for the continuing period of disability. Absence from work due to job incurred injury as detailed in the foregoing paragraph, shall not be charged against the Employee's sick leave credit. The use of the accumulated sick leave shall apply after said twenty-six (26) weeks less any payment made to them under Worker's Compensation.

(h) The employee will be paid fifty percent (50%) of his unused accumulated sick leave (up to sixty (60) days), with no limit on length of employment, upon:

1. Retirement (IPERS basis)
2. Medical disability
3. Death (to the estate)

(i) Employees can use up to 40 hours in each contract year from sick leave for sickness of immediate family members. Sick leave taken for family-related illness may be taken in increments of two hours or more.

#### ARTICLE XIV

##### Holidays

14.01. The Employer will pay each of its full-time employees eight (8) hours of regular pay for the following holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day (4th of July)
4. Labor Day
5. Veteran's day
6. Thanksgiving Day

7. Day after Thanksgiving Day
8. Last 1/2 day before Christmas
9. Christmas Day
10. Last 1/2 day before New Year's Day

and two (2) "Personal Holidays" which may be taken in one (1) hour increments, subject to the work load and scheduling of the Employer. An employee using a one hour increment will not disrupt work, and transportation back to office will not be provided by the utility.

14.02. Days observed as holidays.

When any of the above holidays falls on Saturday, Friday will be considered the holiday. When any of the above holidays falls on Sunday, Monday shall be considered the holiday. In the event two consecutive holidays fall on a weekend, they will be observed on Friday and Monday.

14.03. Any of the holidays set forth in Section 14.01 above, will be paid for on the basis of eight (8) hours at the basic hourly rate, subject to all of the following conditions:

- (a) The Employee has worked thirty (30) calendar days.
- (b) The Employee has worked all the last scheduled work day preceding, and all the scheduled work day following such holiday.

14.04. The Employee will not be disqualified for the following reasons:

- (a) City incurred injury.
- (b) Jury Duty.
- (c) Confining illness, supported by substantiated evidence.
- (d) Death in the Employee's immediate family.
- (e) Unless prevented by extreme emergency.
- (f) Fireman attending fire.

14.05. When a holiday falls during an Employee's scheduled vacation, he will be entitled to one more day of vacation.

14.06. Employees on leave of absence or layoff shall not be entitled to receive pay for any holiday falling within such period. Part-time Employees do not qualify for holiday pay.

## ARTICLE XV

### Vacations

15.01. All full-time regular Employees covered by this agreement shall be entitled to vacation each year in accordance with following:

1 year	5 days (40 hours)
2 through 5 years	10 days (80 hours)
6 years	11 days (88 hours)
7 years	12 days (96 hours)
8 years	13 days (104 hours)
9 years	14 days (112 hours)
10 years	15 days (120 hours)
11 years	16 days (128 hours)
12 years	17 days (136 hours)
13 years	18 days (144 hours)
14 years	19 days (152 hours)
15 years	20 days (160 hours)
20 years and over	½ day per year up to 25 days (200 hrs) max

15.02. Vacation year shall be from anniversary date through anniversary date.

15.03. Employees shall receive their regular rate of pay for their normal work week as described in Section 12.01 of this agreement.

15.04. Upon resignation from the Employer, an Employee shall be paid on a pro-rated basis for all unused vacation left at the time of resignation; however, Employees who are discharged for cause, or Employees who do not give two (2) weeks advance notice prior to resignation shall forfeit vacation pay. The estate of an Employee who dies shall receive pro-rated vacation pay.

15.05. An Employee shall not be entitled to vacation pay in lieu of vacation, except as provided for in Section 15.04 of this agreement.

15.06. Employees shall take their vacation within one year after accrual. There shall be no carry-over of vacation from one year to the next and no back-to-back vacations.

15.07. Employee's request for vacation should be submitted in writing to the department supervisor no later than two (2) months prior to the intended vacation. However, the department supervisor may waive this notice requirement if no purpose would be served by it. It shall be the discretion of the department supervisor to determine how many Employees may be gone on vacation at any one time. Priority for vacation time shall be determined on the basis of who makes the vacation request for a particular time first. However, if two (2) or more requests are filed on the same day, priority shall be given on the basis of seniority. Vacation may be taken and deducted in four (4) hour increments.

## ARTICLE XVI

### Insurance

16.01. Scope of City Responsibility. Specific benefits of each aspect of the group insurance plan are set forth in the City's designated master policy (policies) and shall in all cases be the determining factor as to eligibility and amounts of coverage extended to each employee, unless specifically modified by this contract. The City's responsibility under this agreement is limited to the payment of premiums, either entirely or partially, to purchase insurance. It has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributed to the City or constitute a breach of this agreement by the City. Any disagreement regarding the interpretation or application of specific provisions of the insurance agreements shall not be a subject for the grievance procedure of this agreement.

16.02. Medical/Health Insurance. The City shall pay the following amounts for family and single coverage.

Through the contract period ending June 30, 2002, the City's contribution for insurance shall be 85% of the cost per month for family coverage or 100% of the cost per month for single coverage.

16.03. Dental Insurance. Through the contract period ending June 30, 2002, the City's contribution for insurance shall be 85% of the cost per month for family coverage or 100% of the cost per month for single coverage.

Coverage is described as follows: \$25 benefit year deductible, \$750 Maximum, 100%/80%/50%, deductible waived for preventative care, deductible does not apply to orthodontia, three deductibles per family, contributory.

16.04. Lineco Option. During the contract period of July 1, 2002 through June 30, 2005 of the above definitions for insurance coverage will be in effect up until the time that Lineco insurance coverage becomes available. At the time the Utility's application for coverage is approved by the Lineco Board of Trustees, all employees of the Utility will utilize Lineco insurance. Beginning with the first month the Utility makes Lineco insurance premium payments an additional \$0.50 per hour will be added to employee's

wage scales. Additionally, the first 12 premium payments to Lineco insurance will be paid 100% by the Utility. Thereafter the cost of insurance will be paid 85% by the Utility and 15% by the Employees.

16.05. Carrier Change. In the event the City chooses to change insurance carriers or change the method in which insurance is provided, efforts shall be made to maintain coverage similar to what is being provided. If the City or Union desires to change coverages, one shall give the other 60 days written notice but no such programs will be implemented except upon mutual agreement by the City and the Union.

## ARTICLE XVII

### Commercial Drivers License

17.01. The City will pay the difference in cost between a regular drivers license and a Commercial Drivers License (CDL).

## ARTICLE XVIII

### Bond and Retirement

18.01. When an employee elects to participate in a program established by the employer to purchase savings bonds, the employer will match the employees contribution of \$4.00 per pay period, which contribution will be used to purchase a \$100.00 savings bond in the employees name.

18.02. Contributions from the Employee and the Employer for benefits provided by the Iowa Public Employees Retirement System (IPERS) shall be as determined by law.

## ARTICLE XIX

### Departments, Job Classifications, Wages

19.01. Effective July 1, 2005 through June 30, 2008:

### GENERATION DEPARTMENT

HIRE DATE BEFORE JULY 1, 1994

	2005	2006	2007
Maintenance Lead Person	\$19.55	\$20.14	\$20.74
1st 6 months trainee	18.00	18.54	19.10
Maintenance Person	18.52	19.08	19.65
4th 6 months trainee	17.97	18.51	19.07



3rd 6 months trainee	17.48	18.00	18.54
2nd 6 months trainee	16.37	16.86	17.37
1st 6 months trainee	15.89	16.37	16.86

#### LINE DEPARTMENT

##### HIRE BEFORE JULY 1, 1994

Line Leadperson	20.07	20.67	21.29
1st 6 months trainee	19.56	20.15	20.75
Line Person	19.04	19.61	20.20
4th 6 months trainee	18.12	18.66	19.22
3rd 6 months trainee	17.95	18.49	19.04
2nd 6 months trainee	16.44	16.93	17.44
1st 6 months trainee	16.28	16.77	17.27
Groundman	17.92	18.46	19.01
4th 6 months trainee	17.46	17.98	18.52
3rd 6 months trainee	16.96	17.47	17.99
2nd 6 months trainee	15.94	16.42	16.91
1st 6 months trainee	15.50	15.97	16.45

#### GENERATION DEPARTMENT

##### HIRE DATE AFTER JULY 1, 1994

	2005	2006	2007
Maintenance Lead Person	19.55	20.14	20.74
1st 6 months trainee	19.03	19.60	20.19
Maintenance Person	18.52	19.08	19.65
4th 6 months trainee	17.59	18.12	18.66
3rd 6 months trainee	16.77	17.27	17.79
2nd 6 months trainee	16.10	16.58	17.08
1st 6 months trainee	15.53	16.00	16.48

#### LINE DEPARTMENT

##### HIRE DATE AFTER JULY 1, 1994

Line Leadperson	20.07	20.67	21.29
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1st 6 months trainee	19.56	20.15	20.75
Line Person	19.04	19.62	20.20
4th 6 months trainee	18.09	18.63	19.19
3rd 6 months trainee	17.31	17.83	18.36
2nd 6 months trainee	16.54	17.04	17.55
1st 6 months trainee	15.92	16.40	16.89
Groundman	17.92	18.46	19.01
4th 6 months trainee	17.05	17.56	18.08
3rd 6 months trainee	16.27	16.76	17.26
2nd 6 months trainee	15.66	16.13	16.61
1st 6 months trainee	15.14	15.59	16.06

(a) The wage increases set forth in this contract as well as the below referenced \$0.50 per hour were negotiated in good faith contingent on the utilization of Lineco insurance coverage. If Lineco insurance becomes available to the employees, the employer will pay 100% of the premium cost for a period of twelve months. In addition, all employees will receive an additional fifty (50) cent per hour wage increase to begin the month the insurance change occurs.

(b) The foregoing trainee schedules are effective if the trainee makes normal progress in learning the work and acquiring and using the appropriate skills. If any trainee does not make such normal progress, his employment as a trainee may be extended until such time as the employee shows sufficient progress. Qualifications to advance beyond trainee shall be determined as being capable to be assigned the responsibility of on-call duties. Further, if any trainee does not prove capable of on-call responsibilities his employment may be terminated for lack of qualifications, subject to the grievance procedure.

(c) The appropriate training period may be reduced as determined by the Employer, subject to the grievance procedure, to give recognition to the job training and skills acquired from approved vocational training schools or from training acquired from other comparable training programs.

19.02 The Employer will give to any full-time employee a longevity bonus based on the following schedule:

(a) After five (5) years of consecutive, full-time employment: 2% of base yearly wage.

(b) After ten (10) years of consecutive, full-time employment: 3.5% of base yearly wage.

(c) After fifteen (15) years of consecutive, full-time

employment: 5% of base yearly wage.

(d) After twenty (20) years of consecutive, full time employment: 6% of base yearly wage.

The longevity bonus to be applied to every pay period.

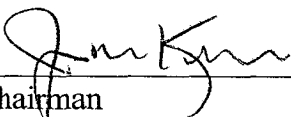
**ARTICLE XX**  
**Savings Clause**

20.01 In the event any provision of this agreement conflicts with any law of the United States or the State of Iowa, as determined by a court of competent jurisdiction, that part of said agreement in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said agreement not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said law shall be unenforceable; and nothing contained in this agreement shall be construed as to require the Employer or the Union to violate any applicable laws. Both the Employer and the Union agree that it is their intent to comply with all existing laws.

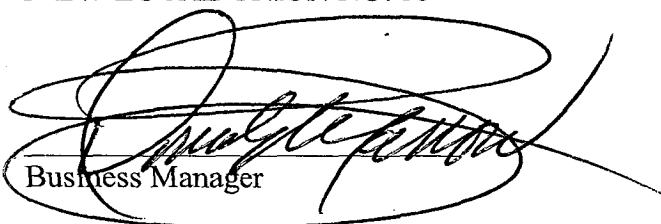
20.02. This agreement when ratified by the employees of the Employer and approved by the International Brotherhood of Electrical Workers International Office and the Employer, shall be effective as of July 1, 2005, and shall continue in full force through June 30, 2008, and shall automatically be extended for each subsequent yearly period unless written notice is given by either party to the other party on or before October 1st prior to the expiration of any such period that they wish to amend or terminate this agreement. The parties agree to meet as promptly as possible after such notice.


CITY OF VINTON  
UTILITY DEPARTMENT

\_\_\_\_\_  
Utility Manager

  
\_\_\_\_\_  
Chairman

IBEW LOCAL UNION NO. 55

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Local Unit 55.12 Chairman

